

ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL  
RIGHTS, INCLUDING THE RIGHT TO SUE

**PLEASE READ CAREFULLY!**

To: COWLEY OUTFITTERS LTD. O/A COWLEY'S RAFTER SIX  
(referred to in this agreement as the "Provider")

AND TO: ALL PROPERTY OWNERS (PRIVATE, FEDERAL, PROVINCIAL, REGIONAL AND  
MUNICIPAL)

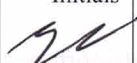

On my behalf, and on behalf of any minor children participating in these activities, for whom I am legally  
responsible, I agree to the following:

**ASSUMPTION OF RISKS**

I am aware and understand that activities involving these horses involve many risks, dangers and hazards,  
including, but not limited to the following:

1. Horses, which are powerful and potentially dangerous animals, may change their behavior at any  
time and may, without warning, jump, run wildly, buck, kick, bite, or step on people or things;
2. Horses may collide with other horses or objects or trip, stumble or fall even if being led, ridden, or  
attended to;
3. Negligence (which means, in general terms, a failure to exercise ordinary or proper care) of other  
riders or my or my child's own failure to ride safely within my or my child's ability or within  
designated areas and trails;
4. Equipment may fail;
5. Weather conditions can change and can sometimes be dangerous;
6. The nature of the terrain can change and has certain risks associated with it including, but not  
limited to, exposed natural objects, trees, streams and creeks;
7. The activities can sometimes be in remote areas and injuries or illness may occur and it may be a  
considerable distance to doctors, hospitals, or any other type of assistance; and
8. Negligence on the part of A PROPERTY OWNER AND/OR THE PROVIDER OR THEIR  
STAFF.

I am also aware that the risks, dangers and hazards referred to above exist throughout the trail, stable,  
practice and other areas and many are unmarked. I understand and acknowledge that no amount of caution,  
experience or instruction can eliminate all of the risks involved and I freely accept and fully assume all  
such risks, dangers and hazards and the possibility of personal injury, death, property damage and damages  
or loss resulting therefrom.

Initials	Initials
	

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Provider providing me or my child with their horse or sleigh riding and other  
services and permitting my or my child's use of their equipment, and other facilities and the Property  
Owners providing me or my child with the use of their property (hereinafter collectively referred to as "the  
Services"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I or my child have or may in the future have against a  
Property Owner or the Provider, and their directors, officers, employees, agents, representatives,  
and volunteers (all of whom are hereinafter collectively referred to as "THE RELEASEES") and  
TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or  
expense that I or my child may suffer, or that my or my child's, next of kin may suffer as a result

of my or my child's use of the services or due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OR CARE INCLUDING ANY DUTY OR CARE OWED UNDER THE "OCCUPIERS LIABILITY ACT" ON THE PART OF THE RELEASEES;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damages to the property of or personal injury to any third party resulting from my or my child's use of the services;
3. This Agreement shall be effective and binding upon my or my child's heirs, next of kin, executors, administrators, assigns and representatives in the event of my or my child's death or incapacity;
4. This agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.

Initials	Initials
<i>[Signature]</i>	J.P

**PROTECTIVE HEAD GEAR & RIDING BOOTS**

1. Proper riding footwear is required by all persons, regardless of age, participating in any horse related activities.
2. ALL MINORS (Horse back riders under 18 years of age) are required to wear protective head gear in the form of a high impact helmet and proper riding footwear.
3. IT IS HIGHLY RECOMMENDED THAT ALL HORSE BACK RIDERS OF ANY AGE WEAR A HIGH IMPACT HELMET. IF I/WE decline to wear a helmet, MY FULL RESPONSIBILITY OF THIS CHOICE IS ACKNOWLEDGED.

Initials	Initials
<i>[Signature]</i>	J.P

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I ACKNOWLEDGE THAT BY SIGNING THIS AGREEMENT, FROM THIS DAY FORWARD, I ACCEPT RESPONSIBILITY FOR MY OWN CHOICES AND AM WAIVING CERTAIN LEGAL RIGHTS WHICH I, MY CHILD, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this 12<sup>th</sup> day of August, 2024

Name (Print Clearly)	Signature of Customer (a parent or guardian must sign for children under the age of 18)	Witness
1. Richard Virtue	<i>[Signature]</i>	<i>[Signature]</i>
2. Jethro Partridge	<i>[Signature for J.P.]</i>	<i>[Signature]</i>
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____

THIS AGREEMENT MUST BE COMPLETED IN FULL, SIGNED, DATED, AND WITNESSED BEFORE ANY ACTIVITY WITH HORSES MAY BE UNDERTAKEN

**From:** Cowley's Rafter Six Ranch [cowleys@raftersix.com](mailto:cowleys@raftersix.com)

**Sent:** August 13, 2024 13:32

**To:** [rvirtue@virtech.org](mailto:rvirtue@virtech.org)

**Subject:** RE: Planning Trip with Grandson

Hi Richard,

Thank you for your email and information for your special trip with your grandson next season, and we would be pleased to welcome you to Rafter Six Ranch for a more exhilarating 2 hour adventure!

Our 2-hour ride is a great introduction to riding in the Canadian Rockies and is our most popular ride! The adventure may include meadow, forest, wilderness marsh, hills and trails alongside the Kananaskis River. It is a walk/light trot type of ride and suitable for all level of riders. The cost for the ride this year is \$159 per person (plus tax) and usually departs at 10am or 2pm.

With regards to the liability waiver, it should be fine for you to sign, with the authority and documentation from your grandson's mother, but we are also able to email the waiver for her to sign on his behalf.

Please feel free to also give us a call at 403-673-3622 if you have any questions or to make reservations.

Happy Trails!

Gloria Cowley

Cowley's Rafter Six Ranch

403-673-3622

[www.raftersix.com](http://www.raftersix.com)